SERIAL 02006 -S TOBACCO CESSATION COUNSELING PROVIDERS – PUBLIC

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CONTRACT PERIOD THROUGH MARCH 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for TOBACCO CESSATION COUNSELING PROVIDERS – PUBLIC

HEALTH

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on MARCH 20, 2002.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

SF/mm Attach

Copy to: Clerk of the Board

Cheryl Smith, Public Health

Sharon Tohtsoni, Materials Management

TOBACCO CESSATION COUNSELING PROVIDERS – PUBLIC HEALTH

1.0 **INTENT**

The Maricopa County Department of Public Health (MCDPH) is soliciting the services of individuals and organizations to provide tobacco cessation counseling to clients who wish to quit using tobacco products. This solicitation is intended to be a qualifying bid. Multiple awards are anticipated to be made, to allow the County the greatest flexibility, which in turn, will serve to accommodate and encourage a greater number of individuals interested in efforts toward tobacco cessation. Maricopa County reserves the right to add additional contractors to this contract as the need occurs.

The purpose of this solicitation is to establish a listing of qualified providers to provide the services defined herein. No guarantee is made concerning the number of clients or frequency of sessions any provider will be asked to provide, during the term of this contract. This contract is written to provide services for a three (3) year period, with options for renewal, for a total of up to five (5) years. This is a requirements contract, and the duration of this contract is dependent upon continuing requirements for the services defined herein and funding appropriations. At this time, funding is anticipated to be approximately \$400,000.00 per 12 month period.

2.0 TECHNICAL SPECIFICATIONS/VENDOR QUALIFICATONS/COMPENSATION

2.1 Background

In 1995, as a result of the Tobacco Tax Initiative, the Arizona Legislature passed legislation authorizing the development of the Tobacco Education and Prevention Program (TEPP), which provides community tobacco prevention, education and cessation programs. During fiscal year 2000/2001 it was realized that the TEPP needed to readdress the types of services and programs that it funds. Therefore, the TEPP convened a strategic planning process that lasted several months. As an outcome to this process, the strategic planning group recommended a near complete restructure to the TEPP goals and objectives and functional units. Within Maricopa County the group decided to centralize cessation services. This proposal is seeking individuals and/or agencies to approve for a potential partnership in order to supply needed cessation services throughout Maricopa County.

Interested offerors shall submit a letter of interest, history of providing like services, and documentation evidencing that the offeror is qualified, experienced and capable of fulfilling the necessary tasks and requirements as set forth in Vendor Qualifications (see 2.4).

2.2 Minimum Services to be Provided: At a minimum the contractor shall:

- 2.2.1 Provide behavioral treatment that is supported by evidenced based scientific findings. These programs will be delivered person to person in a group format and will provide:
 - 1) problem solving skills training (skills for coping with effects of cessation, skills to prevent relapse, skills to manage stress, reinforcement of motivation);
 - 2) counseling support by appropriately trained professionals (see Vendor Qualifications 2.4);
 - 3) information and recommendations for nicotine replacement therapy as appropriate;
 - 4) social support during treatment sessions and the encouragement to develop social support systems external to the program.

2.2.2 A minimum of six sessions (and no more than 8) of at least 45 - 50 minutes must be offered over a 6 to 8 week period.

- 2.2.3 At a minimum, programs will offer information on FDA approved pharmacological interventions, ie. nicotine replacement patches, inhalers, gum. Counselors must be able to review proper use from labeling information including contraindications and side effects as noted in the labeling information.
- 2.2.4 Providers will demonstrate compliance by complete and timely submission of all required (simple) forms to ensure accuracy and accountability.

2.3 <u>Scheduling of classes</u>

Maricopa County shall coordinate all scheduling of cessation classes through a centralized telephone number staffed by an employee of Maricopa County. Maricopa County shall also be responsible for providing the classroom facilities and any other logistics as needed. When a potential client calls requesting cessation classes, they will self-select a location based upon personal preference. A list will be formed and once there is a minimum of eight (8) clients scheduled, a class will be scheduled, with the appropriate provider. Maricopa County will determine the appropriate provider by way of utilizing a "rotational provider listing", which will be prepared by the Maricopa County Public Health Agency. Selection of the provider will be determined by the needs of the client, ability to meet the determined schedule, and ability to provide services at the designated facility location. If a provider refuses an assignment, for any reason, Public Health will contact the next provider on the list and so on, until a provider is identified and "accepts" the assignment. Provider, upon acceptance of assignment, is fully responsible for completion of the class is accordance with the provisions of this contract. If the provider, for any reason, is unable to fulfill the "assignment" obligation, the provider shall notify the Maricopa County Public Health Agency, immediately. Class size shall not exceed fifteen (15) participants. The provider will collect no "fees" from the client.

2.4 VENDOR QUALIFICATIONS

All facilitators shall have experience in the treatment of chemical dependency and/or tobacco cessation acquired through qualified training and/or Basic Tobacco Intervention Certification training and/or Tobacco Treatment Specialist Certification training OR, can demonstrate comparable cessation skill certification. If Facilitators have not received Basic Tobacco Intervention Certification training and/or Tobacco Treatment Specialist Certification training prior to delivering TEPP funded tobacco treatment services, they must complete a Tobacco Treatment Specialist Certification Course within six months, or contract award

All respondents shall indicate knowledge of NRT and other FDA approved pharmacotherapy for tobacco cessation, i.e. nicotine replacement patches, gum.

2.5 COMPENSATION

Proposers shall be willing to accept the following pre-determined compensation:

Compensation will be based on a fixed price of \$15.00 per session plus a fixed price of \$10.00 per client basis, per session. The intent is to provide a fair fee while providing an incentive for the clients to complete the program. Billing and payment will be made in accordance with the examples found below, and are offered only in as an effort to clarify proper billing. Payment will be made upon satisfactory completion of each session. A sign-in sheet with the clients' name, address, telephone number, and signature is required to be submitted with each invoice. Payment will be made via check within 15 days of receipt of required documentation.

Example:

A class is scheduled and 12 clients are signed up. The first class is held and all 12 clients attend. Facilitator invoices for 1 class (\$15.00) and 12 clients ($$10 \times 12 = 120.00) Total amount paid for 1^{st} class: \$135.00

The second week 10 clients attend. Facilitator invoices for 1 class (\$15.00) and 10 clients ($$10 \times 10 = 100.00) Total amount paid for 2^{nd} class: \$115.00

The third week 9 clients attend. Facilitator invoices for 1 class (\$15.00) and 9 clients ($$10 \times 9 = 90.00) Total amount paid for 3^{rd} class: \$105.00

The fourth week 8 clients attend. Facilitator invoices for 1 class (\$15.00) and 8 clients ($$10 \times 8 = 80.00) Total amount paid for $$4^{th}$$ class: \$95.00

The fifth week 8 clients attend. Facilitator invoices for 1 class (\$15.00) and 8 clients ($$10 \times 8 = 80.00) Total amount paid for 5^{th} class: \$95.00

The sixth week 8 clients attend. Facilitator invoices for 1 class (\$15.00) and 8 clients ($$10 \times 8 = 80.00) Total amount paid for 6^{th} class: \$95.00

At the end of the 6-week session, the provider has properly billed for \$640.00.

2.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.7 DELIVERY:

It shall be the Contractor's responsibility to meet the County's service requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 MULTIPLE VENDOR AWARD:

Maricopa County reserves the right to award this contract to more than one vendor at the County's discretion and to add additional vendors throughout the duration of this contract, if desired.

3.4 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.5.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.5.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.5.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.5.3 Certificates of Insurance.

- 3.5.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.
- 3.5.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274 (sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

CHERYL SMITH, MARICOPA COUNTY PUBLIC HEALTH AGENCY, 602-506-4797

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.3 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.4 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.6 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.7 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.8 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.9 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.10 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.11 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

AMERICAN LUNG ASSOCIATION OF ARIZO	NA, 102 W MCDOWELL ROAD, PHOENIX, AZ 85003
WILLING TO ACCEPT FUTURE SOLICITATION	S VIA EMAIL:X_ YES NO
ACCEPT PROCUREMENT CARD:X YES _	NO
REBATE (CASH OR CREDIT) FOR UTILIZING FREBATE (Payment shall be made within 48 hrs utili	PROCUREMENT CARD:X YES NO % zing the Purchasing Card)
INTERNET ORDERING CAPABILITY: YE	SXNO% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE THIS COM	NTRACT:YESXNO
S083203/B0604248	
1.0 PRICING:	
TASK DESCRIPTION	FEE/COMPENSATION
Tobacco cessation counseling services in accordance with specifications provided herein:	
Fixed fee/compensation per scheduled session:	<u>\$ 15.00</u>
Fixed fee/compensation per attending client, per scho	eduled session: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Vendor signature indicates agreement with the pre-dedefined herein and noted above.	etermined fee/compensation as
Bill J. Pfeifer Signature (REQUIRED) PLEASE CAREFULLY REVIEW SECTIONS 2. SUBMISSION. BIDDERS FAILING TO PROVI	
DECLARED NON-COMPLIANT AND NOT CO	NSIDERED FOR AWARD.
Terms:	NET 30
Federal Tax ID Number:	86-060111676 86-0111676
Vendor Number:	860111676
Telephone Number:	602/258-7505
Fax Number:	602/258-7507
E-mail Address:	bpfeifer@lungaz.org
Company Web Site:	www.lungusa.org
Contact Person:	Bill Pfeifer

Contract Period:

To cover the period ending MARCH 31, 2005.

DANA M TUCKER, 815 N 52 ND STREE	<u> r #2230, PHOENIX, AZ 85008</u>
WILLING TO ACCEPT FUTURE SOLICI	TATIONS VIA EMAIL: YESX NO
ACCEPT PROCUREMENT CARD:	YES _XNO
REBATE (CASH OR CREDIT) FOR UTII REBATE (Payment shall be made within 4	LIZING PROCUREMENT CARD: YESX NO 9 8 hrs utilizing the Purchasing Card)
INTERNET ORDERING CAPABILITY: _	YESXNO % DISCOUNT
OTHER GOV'T. AGENCIES MAY USE T	THIS CONTRACT:YESX NO
S083203/B0604248	
1.0 PRICING:	
TASK DESCRIPTION	FEE/COMPENSATION
Tobacco cessation counseling services in ac with specifications provided herein:	ecordance
Fixed fee/compensation per scheduled sessi	ion: <u>\$ 15.00</u>
Fixed fee/compensation per attending client	t, per scheduled session: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Vendor signature indicates agreement with defined herein and noted above.	the pre-determined fee/compensation as
Dana M. Tucker Signature (REQUIRED)	
	TIONS 2.2 & 2.4 FOR REQUIRED DOCUMENTATON PROVIDE THE REQUIRED DOCUMENTS WILL BE NOT CONSIDERED FOR AWARD.
Terms:	NET 15
Federal Tax ID Number:	31-9609036
Vendor Number:	319609036
Telephone Number:	602/244-0011
Fax Number:	602/267-1078
E-mail Address:	Dana8174@hotmail.com
Contact Person:	Dana M. Tucker
Contract Period:	To cover the period ending MARCH 31, 2005.

NEW ARIZONA FAMILY INC., 4222 E. THOMAS ROAD SUITE #150, PHOENIX, AZ 85018 4201 N 16TH STREET SUITE #220, PHOENIX, AZ 85016 WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X_ YES ____ NO ACCEPT PROCUREMENT CARD: X YES NO REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES __X__ NO _____ % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card) OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO S083203/B0604248 1.0 PRICING: TASK DESCRIPTION FEE/COMPENSATION Tobacco cessation counseling services in accordance with specifications provided herein: Fixed fee/compensation per scheduled session: \$ 15.00 Fixed fee/compensation per attending client, per scheduled session: \$ 10.00 Vendor signature indicates agreement with the pre-determined fee/compensation as defined herein and noted above. Pamela Taylor 2/12/02 Signature (**REQUIRED**) Date PLEASE CAREFULLY REVIEW SECTIONS 2.2 & 2.4 FOR REQUIRED DOCUMENTATON SUBMISSION. BIDDERS FAILING TO PROVIDE THE REQUIRED DOCUMENTS WILL BE DECLARED NON-COMPLIANT AND NOT CONSIDERED FOR AWARD. Terms: **NET 30** Federal Tax ID Number: 86-0292390 Vendor Number: 860292390 Telephone Number: 602/248-7864 (ext. 211) 602/553-7300 Fax Number: 602/248-7993 602/553-7303 Contact Person: Pam Taylor of Thomas McKelvey-CEO Jane Gardner-Claims MGR (X7700)

To cover the period ending MARCH 31, 2005.

Contract Period: